

Ordinance No. 2014-2

Passed January 08, 2014

**AN ORDINANCE RENEWING THE CONTRACT FOR THE VILLAGE SOLICITOR AND DECLARING AN EMERGENCY**

**WHEREAS**, Melissa S. Upthegrove, Attorney at Law, Washington C.H., Ohio 43160, has been reappointed to serve as the Solicitor for the Village of Sabina under the same terms and conditions as stated in the attorney contract from February 1, 2010 through January 31, 2014.

**WHEREAS**, this employment contract will be from February 1, 2014 through January 31, 2016.

**NOW, THEREFORE, THE COUNCIL FOR THE VILLAGE OF SABINA OHIO, OHIO HEREBY RESOLVES THAT:**

**Section 1.** Melissa S. Upthegrove, Attorney at Law, 254 E. Court Street, Washington C.H., Ohio, 43160 shall be reappointed to continue to serve as Solicitor for the Village of Sabina, Ohio.

**Section 2.** The duties of the Village Solicitor shall be those as provided in the Contract attached hereto.

**Section 3.** The Village Solicitor shall be paid \$800.00 per month for an annual salary of \$9,600.00.

**Section 4.** The Village Solicitor shall also be paid for ordinary and extraordinary services as provided for in the attached contract and with the approval of Council.

**Section 5.** The Village Fiscal Officer of Sabina, Ohio, is hereby authorized to execute this Ordinance along with the attached contract.

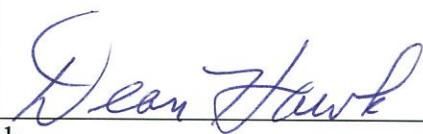
**Section 6.** This Ordinance shall take effect and be enforced beginning February 1, 2014 – through January 31, 2016.

**Section 7.** In accordance with R.C 731.17 (A) (2) the requirement that this Ordinance be read on three (3) different days is dispensed with by affirmative vote of at least 3/4 of the members of Council.

**Section 7.** In accordance with R.C. 731.30 this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and shall therefore be in full force and effect from and immediately upon affirmative vote of at least 2/3 of the members of Council. This Ordinance is declared as an emergency as the Village Solicitor’s contract expires on January 31, 2016, and there is a need to retain a Village solicitor.

Passed: 9<sup>th</sup> Day Of January, 2014

  
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Nancy L. Cornell,  
Fiscal Officer

  
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Dean Hawk,  
President of Council

Ordinance No. 2014-2Passed January 08, 2014**ROLL CALL:**

Mr. Hawk YEA Mr. Anders YEA Mr. Lewis YEA

Ms. Sloan YEA Mr. Storer YEA Mr. Walls YEA

**AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is entered into between The Village of Sabina, Ohio ("Village") and Attorney Melissa S. Upthegrove ("Upthegrove") effective the 1st day of February 2014.

WHEREAS, Upthegrove currently acts as the Solicitor for the Village; and

WHEREAS, the Village Council now enters into a renew agreement to provide legal service to the Village Council.

NOW THEREFORE, the Village and Upthegrove hereby agree as follows:

1. Upthegrove shall continue to serve as Solicitor for the Village as provided by Village Council.
2. The Village shall pay Upthegrove an annual salary of \$9,600.00 at \$800.00 per month.
3. General direction on administrative matters shall be given to Upthegrove through the Mayor and or Council or his/her designee. Upthegrove will perform only such legal activities for the Village as are authorized by the Village Council, Council Members, the Village Manager, the Village Clerk of Council or their designees. Upthegrove shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the Village.
4. Legal services that require filings in Court or legal services deem by the Village to be compensated, shall be compensated at an hourly rate agreeable to the Village and Attorney Melissa Upthegrove.
5. This Agreement contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the Council for the Village of Sabina, Ohio.

In witness whereof, the parties have executed this Agreement effective the date first stated above.

By David M. Michael  
Mayor

By Dean Hawk  
President of Village Council

By Melissa S. Upthegrove  
Melissa S. Upthegrove  
Attorney at Law